

September 5, 1995

Office of the Secretary
Federal Communications Commission
2000 M St. NW
Washington, DC 20554

RECEIVED

SEP 08 1995

To Whom It May Concern:

Re. docket number 95-59

I have written previously but wish to add further to the satellite dish problem. I understand the final draft is due soon.

I can understand that certain areas do not want the landscape dotted with satellite dishes. However, when a covenant restricts this to no outside dishes allowed, that is most unreasonable. Today there are several ways to hide satellite dishes, which, I'm sure the commission is well aware of.

So long as a dish is well hidden from view it should be allowed. I would ask that you seriously consider this as part of your bill. It is simply too restrictive not to allow any satellite dish to be operated outside (they won't work inside) when they can be completely hidden from view.

Enclosed are pictures and brochures relating to the above. I'm sure you've seen these before, but my concern is very real and I would like to install a new dish at my Sun City residence in Las Vegas. We plan to move there in early 1996.

I currently own a satellite dish at my Concord home and I cannot say enough good about it. I am not just restricted to what is on the local cable. And one of the most important features is that we can watch 9pm programming at 6pm.

Sincerely,



Michael Jeffers
3931 Newcastle Rd
Concord, CA 94519

No. of Copies rec'd 0
List A B C D E



Covenants, Conditions and Restrictions

You have chosen to live in one of the most beautiful, well-regulated communities in the Las Vegas area.

It will remain an attractive community because the homeowners support strict compliance with the Covenants, Conditions and Restrictions (CC&Rs). Most residents chose Sun City **because** of the restrictions. In order to preserve the overall aesthetics and ambiance certain activities and property uses must be restricted.

The following are items covered in the CC&Rs which warrant emphasizing:

1. **Age Restrictions.** Each dwelling in Sun City shall be occupied by at least one (1) person not less than 55 years of age and no person under 19 years of age shall reside in any dwelling.
2. **Animals.** Only domestic pets are permitted and they shall not be allowed to make an unreasonable amount of noise or create a nuisance. No structure for the care, housing or confinement of any animal, bird, etc., shall be maintained so as to be visible from neighboring property. Pets must be controlled by a leash and owners must immediately remove and dispose properly of solid waste.
3. **Storage Sheds.** No storage shed shall be placed on any lot so as to be visible from a neighboring lot.
4. **Outside Storage.** No furniture, fixtures, appliances or other goods not in active use shall be stored as to be visible from neighboring property or common areas.
5. **Maintenance of Landscaping.** Landscaping will be maintained to provide a neat and attractive appearance. Removal of weeds, dead plants, grass clippings, trash and debris is required to meet this objective.
6. **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot or parcel. No odors or loud noises, unsanitary, unsightly, or offensive activity detrimental to property in the vicinity shall be permitted.
7. **Building Repair.** Dwellings and structures must at all times be kept in good repair, adequately painted or otherwise finished.
8. **Antennas.** No antenna, satellite dish or other device for the reception or transmission of television or radio (including ham radio) signals shall be erected, used or maintained outdoors on any lot or parcel.
9. **Trash Containers and Collection.** No garbage or trash shall be kept on any lot except in approved containers. In no event shall such containers be maintained so as to be visible from neighboring property or the street unless being made available for collection, and then for the shortest time possible. All rubbish, trash or garbage shall be removed from lots and parcels and not be allowed to accumulate there.
10. **Signs.** No signs whatever, visible from neighboring property, shall be erected or maintained on any lot or parcel, except:

- a) Signs required by legal proceedings.
 - b) No more than one identification sign for individual residences.
 - c) Signs, such as For Sale signs, the nature, number and location of which have been approved by the Architectural Review Committee.
11. **Walls.** There are eight detailed sections in the CC&Rs dealing with Party Walls. These should be carefully reviewed when seeking to locate a wall on joint property lines. Walls on golf course or green belt lots have special setback height requirements. No wall exceeding 3.5 feet is permitted within 18 feet of the front lot line. No side or rear wall or hedge exceeding six feet in height (unless mandated by topographical considerations) shall be permitted. No chain link or wooden fences or gates are permitted.
 12. **Trucks, Trailers, Recreational Vehicles, Campers and Boats.** All such vehicles require a permit from the Compliance Office to park on Sun City streets or private driveways. Permits are for a maximum of 72 hours in any month and are issued for a minimum of 12 hours per occurrence. Vehicles which fit in a garage are exempt if used regularly for basic transportation.
 13. **Motor Vehicles.** No automobile, motorcycle or other motor vehicle shall be constructed or repaired on any lot or parcel so as to be visible from neighboring property or the street. No inoperable vehicle may be stored or parked on any lot.
 14. **Parking.** Vehicles are to be kept in garages or driveways of the owners. Where space permits, this includes guests and visitors. Parking is also restricted to designated lots when visiting Sun City facilities and commercial centers, whenever these suffice to accommodate the number of vehicles.
 15. **Residential Use Restrictions.** Per the Tract Declaration, property must be devoted only to single-family residential use. No gainful occupation, profession, trade or other non-residential use may be conducted on such property.
 16. **Golf Course and Greenbelt Lots.** These lots have special restrictions in the CC&Rs and the Development Standards governing plantings, walls and artifacts within a fifteen-foot setback from the rear property line.

17. **Architectural Review Committee (ARC).** This committee is responsible for approving landscape plans, any alteration or modification to the structure as built by the developer (including exterior paint color), and any modification of the original drainage pattern. This requirement for prior approval includes, ramadas, enclosure of patios, canopies, awnings, exterior lighting, additional concrete, coloring of walks and driveways, and modifications to previously approved plans. An application with a set of plans must be submitted and approval granted **before** work is started. The committee will retain one set of the plans.

This summary of our governing rules is meant to call attention to some of the major items. It is by no means comprehensive. Please take time to read the CC&Rs and the Development Standards for complete details of your responsibilities.

Violations of the CC&Rs, the Development Standards or other rules promulgated by the Sun City Summerlin Community Association are investigated by the Compliance Office. This office, under the Deed Restriction Enforcement Committee, is an arm of the Association's Board of Directors. The office receives complaints of infractions, investigates and attempts to resolve the complaint, and refers any unresolved violations to the Hearing Panel. The Panel, after allowing the homeowner to rebut the charges, recommends to the Board of Directors that they dismiss the complaint or that sanctions be imposed for continued breach of the rules. These sanctions can range from suspension of Association membership privileges to daily fines as long as the infraction exists.

For additional information or to lodge a complaint, you may contact the Compliance Office at 363-0212.

 **Sun City Summerlin**
Community Association, Inc.

9107 Del Webb Boulevard
Las Vegas, NV 89128
(702) 363-6004

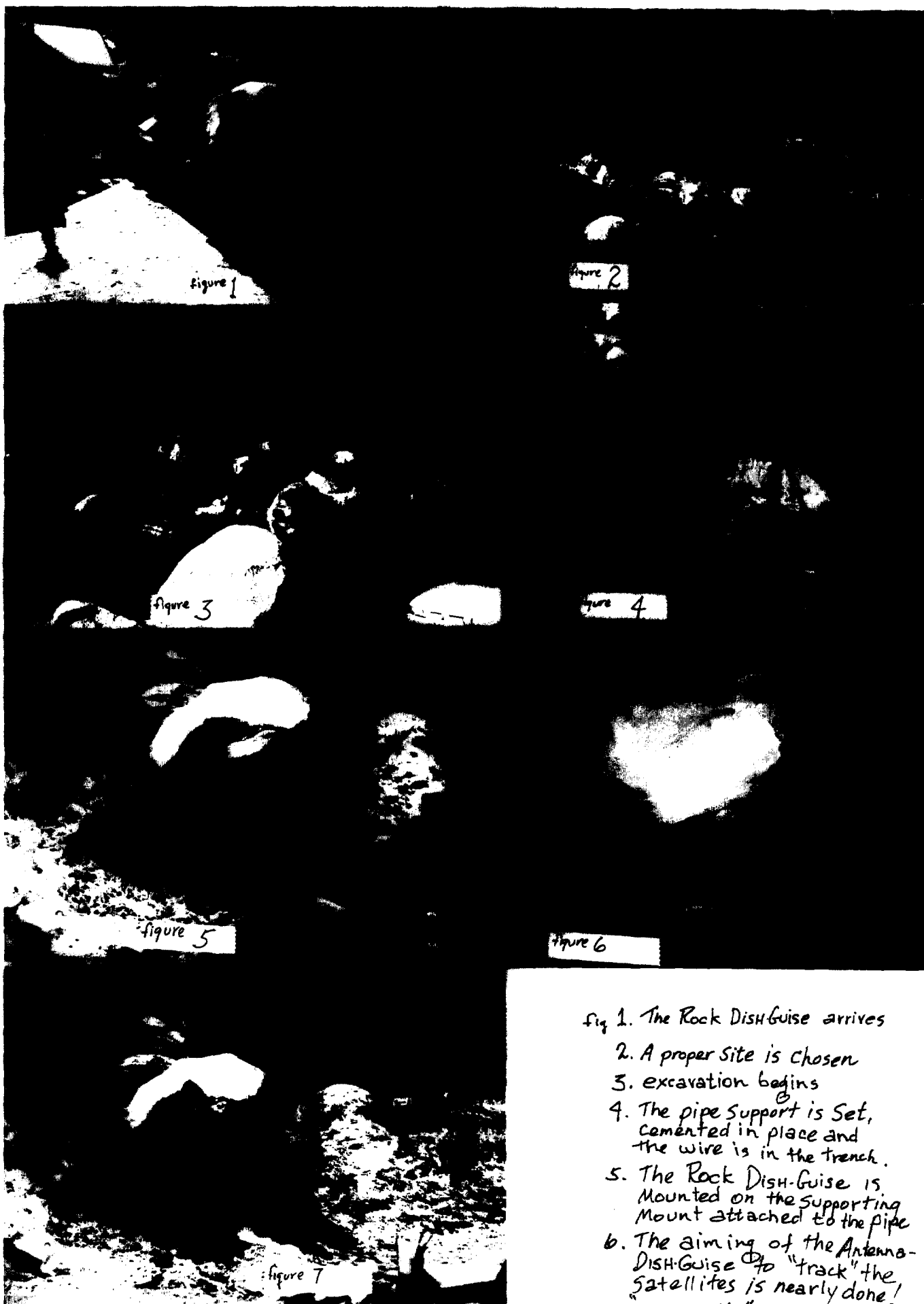


fig 1. The Rock Dish-Guise arrives

2. A proper Site is Chosen

3. excavation begins

4. The pipe Support is Set,
cemented in place and
the wire is in the trench.

5. The Rock Dish-Guise is
Mounted on the Supporting
Mount attached to the pipe

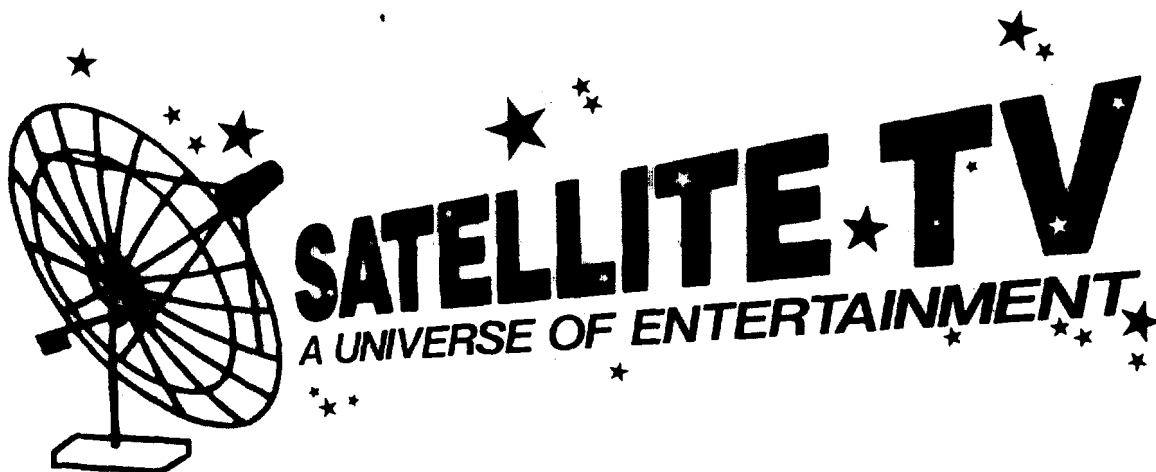
6. The aiming of the Antenna-
Dish-Guise to "track" the
Satellites is nearly done!

7. "On the Air" Rock-Dish-Guise
Now is Done - over 250 Channels
on the T.V.! ^{total work hours,}
9 Hours

(The Weather? a cool 25°!)







SATELLITE TELEVISION AND VIEWER'S RIGHTS

Are You Denying Homeowners
Freedom Of Choice?

Community Associations Institute
34th National Conference

Seattle, Washington
Friday, April 30, 1993

SONY

I N D E X

SEE PICTURES
IN CENTER OF
THIS FOLDER





Satellite Broadcasting and Communications Association
225 Reinekers Lane, Suite 600, Alexandria, Virginia 22314 • (703) 549-6990



April 30, 1993

Dear Community Association Leaders and Professionals:

The Satellite Broadcasting and Communications Association of America (SBCA) is pleased to have the opportunity to address you.

The SBCA is a non-profit organization which represents the satellite broadcasting industry. Our members are dedicated to providing programming and software to the consumer through means of satellite television systems. The Association, composed of satellite manufacturers and system operators, equipment manufacturers, distributors, retailers and programmers, has launched a concerted effort to address discriminatory practices which prohibit the reception of television signals through the use of home satellite television.

This decade will witness a technological explosion of information and communications services heretofore unknown. Major technological frontiers are being crossed with the introduction of digital compression for the transmission of TV signals, personal communications networks, direct broadcast satellite (DBS) and high-definition television. Today, direct-to-home satellite service is already capable of delivering over 150 channels of home entertainment, information and data to American consumers. With the merging of computer technology and television, the satellite industry anticipates a great leap in the growth of communications technology.

The opportunities are boundless. The number of household consumers who desire the ultimate in benefits, quality viewing alternatives and increased program choices will escalate substantially. Satellite is and will continue to be the primary vehicle for the introduction of these new technologies in the broadcasting and communications industry. This demand for satellite television will have a major effect on the way in which prospective home buyers view their governing documents.

Today, a large number of prospective homebuyers find that the community in which they are contemplating buying a home has covenants or bylaws which restrict their access to satellite television. Tomorrow, this matter will become overwhelming in view of these technological advances. However, we are hoping that it can be resolved without having to resort to litigation.

In this vein, we are most anxious to establish a dialogue with community association industry entities to provide educational and technical assistance in this changing environment. We are available to assist in the adaptation of association covenants to deal reasonably with the needs of the television consumer. Our staff is available to provide you with a greater insight into developments and benefits of satellite television. Please contact Lin Stauffer in our offices if you have specific questions or concerns.

Best regards,

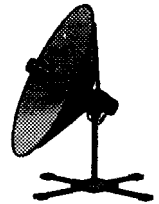
Charles C. Hewitt
President

Satellite Broadcasting and Communications Association

225 Reinekers Lane, Suite 600 Alexandria, VA 22314 Phone 703/549-6990 Fax 703/549-7640



TEN SOLID REASONS WHY YOUR HOMEOWNERS WOULD LIKE TO OWN A SATELLITE SYSTEM



#1 BETTER PICTURE QUALITY

Satellite television has better picture quality and sharpness than cable. In fact, it inputs a signal to your TV equal in quality to *laser disc*. Cable television systems must provide their services by using filters, amplifiers and line extenders which can inject noise into the picture, whereas a satellite system receives the signals direct from the satellites.

#2 SUPERIOR AUDIO QUALITY

Satellite TV offers Digital near-CD quality sound and can best be enjoyed by processing the audio through the homeowners surround sound system. There are over 100 satellite radio stations available from "LA Jazz" to "NY classic."

#3 GREATER RELIABILITY

With satellite, you are in control of the system and no one can interrupt your viewing pleasure. With the cable system, careless construction around the cable lines can interrupt service. Some cable services have severe outages during rainstorms and thunderstorms. With satellite, you can sit back and enjoy your reception when you're most likely to be watching television.

#4 MORE CHOICES THAN CABLE

Satellite television has more variety than cable. More channel choices from movies, sports, music and international channels — Over 250 channels to choose from.

#5 THE ELECTRONIC BLACKBOARD

There is a vast amount of educational programming available only via satellite. Children and adults have access to a video classroom spanning the entire world. Courses for credit are available from many universities, as well as business programming and niche programming for most professions.

#6 HIDDEN SATELLITE ANTENNAS

Increasingly smaller antennas and cloaking techniques that make antennas look like patio umbrellas or rocks can eliminate the aesthetic objections to residential satellite systems.

#7 ACCESS TO DIFFERENT TIME

Satellite allows the homeowner to view their network and most popular premium channels on both east and west time zones. This gives the viewer more choices and chances to view programming when you care to watch it.

#8 LESS ACTUAL COST

Most cable subscribers paying \$40, \$50 or as much as \$60 per month may think that \$2,500 to \$3,000 is too much to pay for satellite, but if the satellite system costs are compared over a 4 to 5-year period, that monthly payment to rent cable could be going towards owning a satellite system.

#9 MORE PAY-PER-VIEW CHANNELS

With almost three dozen PAY-PER-VIEW channels, first-run movies, blockbuster hits, closed circuit sporting events, adult programming, live concerts and specials are available at the *touch of a button*.

#10 A BIGGER FUTURE!

Satellite technology, channel choices and quality services are increasing every day. With more powerful satellites planned for the future, digital transmission, increasingly smaller satellite dishes, and more channels being added to the existing satellites, the availability of access to a particular channel of interest to your homeowners exceeds that on the cable systems.

ARE YOU DENYING HOMEOWNERS FREEDOM OF CHOICE?

SATELLITE TELEVISION AND VIEWER'S RIGHTS

**Community Associations Institute
34th National Conference, Seattle, Washington
April 30, 1993**

P. Michael Nagle

During a break at a recent CAI program, I overheard two board members from different communities ostensibly discussing parking problems, when one of them said "I don't like the idea of reserved parking; we already budget several thousand dollars a year for covenant enforcement just to keep the damn satellite dishes out!" Although this board member was saying that she did not want to create new rules which would have to be enforced with common funds, she was also conveying her exasperation at spending money enforcing her association's covenant against satellite dishes.

An interesting thing about her statement is the number of ways in which it might have been interpreted. Was she criticizing the owners who caused her association to spend money because they installed satellite dishes? Was she angry that her board and those owners were not able to reach compromise, thus causing the expenses? Was she of the opinion that the anti-dish provision was stupid or unnecessary? Was she frustrated because the mere existence of the covenant forced the board to take actions it would otherwise not wish to do?

The controversy over satellite dishes in community associations around the nation is escalating. All of us who are deeply involved with associations and concerned about trends affecting them must begin to ask some very pointed questions of our own. Why are more and more owners attempting to install satellite dishes? Why do some of their neighbors take such umbrage when the dish goes in? Why do association documents contain anti-dish provisions in the first place? Are satellite dishes really that unsightly? Does the mere presence of a dish in a community automatically lower the value of all the homes? Is it not preferable to find a compromise that will accommodate the increased demand for satellite dishes and the preservation of property values? If satellite dishes are screened from public view or perfectly disguised as something other

than a dish, should anyone really care that it is there? Is a covenant against something that cannot be seen a reasonable covenant that should be enforced? Is it possible that the demand for the program variety available by satellite could actually cause increased property values in communities with reasonable restrictions?

There are some surprising answers to these questions. Perhaps the biggest surprise, though, is that some conclusions become logical, even inevitable, once one analyzes all of the issues and applies global technology and trends to the community associations industry or even to individual associations. No, no previews here. Let's do our homework first.

Why Are So Many People Turning To Satellite Communications And Installing Satellite Dishes?

The satellite broadcasting and communications industry is a multi-billion dollar industry that is here to stay. An important development in the decade of the 1990s is the veritable explosion in communications technology which is now taking place.

The result of the rapid evolution in communications technology is that new technological advances such as digital compression of television and audio signals, personal communications networks, high definition television and smaller satellite antennas will make more communications services available to consumers from all walks of life.

The simple truth is that Americans have more leisure time than ever, and that they have a voracious demand for entertainment with which to fill that leisure time. Few of us can be satisfied by the limited

programming available to us by broadcast television. More and more of us are similarly dissatisfied with the limited choice provided by cable TV, and are looking for television alternatives that give us lower costs and greater variety. American households average 2.3 color television sets and at least one VCR. Many of us spend thousands of dollars on home theater systems and sophisticated video equipment. That money is wasted if the picture or sound is poor or if the program choice is limited. Accordingly, satellite TV reception is an issue that will not go away.

Satellite TV offers a much wider range of choice (over 150 television channels and a similar number of radio stations), better reception (crystal-clear picture [460-500 lines of video resolution] which is of a much higher quality than cable, plus high quality digital stereo sound), no interruption of service due to weather or problems with underground cable, and monthly charges for both basic service and premium or pay-per-view channels which are significantly less than the amounts charged by cable companies.

Satellite TV programming is extensive and varied. There are foreign language and educational programs, data services providing news, weather and stock quotations, exclusive and hard to find sporting events from around the country and the world, concerts, buying/shopping services, specialty programming, and lots and lots of movies. Most cable systems offer three or four premium or pay-per-view movie channels. Satellite TV offers dozens of alternatives. Indeed, those of us without satellite TV do not realize that premium programmers such as HBO and Showtime are "multiplexed"—which means that they offer multiple, simultaneous programs, all of which are available by satellite. Most local cable companies still carry only one HBO channel and one Showtime channel. In addition, satellite TV allows homeowners to view their network and popular premium channels on both east and west time zones. This gives viewers more choices and the opportunity to view programs when they choose to watch.

Community associations will find that they, too, must evolve so as to accommodate the access to new technology and services that will be demanded by their residents—despite existing covenants and restrictions which may provide obstacles to this access. The television and radio programming diversity and other communications flexibility offered by satellite will increasingly entice individuals who are fed up with their cable companies

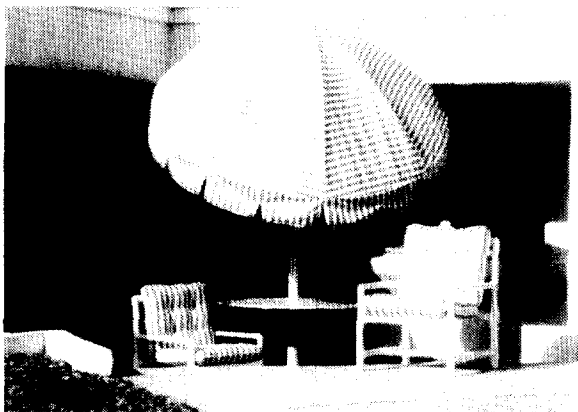
or just looking for a wider range of choice. Given CAI's prediction that 80% of all new homes built in the United States in the future will be subject to some form of community association, and given that the satellite broadcasting and communications industry is becoming increasingly competitive with other broadcast and cable suppliers, the issue of dish installation in associations will arise with alarming frequency.

Why Do So Many Association Governing Documents Contain Anti-dish Covenants?

The reason that satellite dish prohibitions appear in community associations documents is that most people still think of satellite dishes as fourteen foot, white monstrosities—which they find aesthetically unacceptable, and which are impossible to conceal. Builders usually put the covenants against all satellite dishes into their association documents in order to help preserve and enhance property values.

Now, however, dish size has shrunk to a more manageable size (four to seven feet in diameter) which lends itself to screening (fencing, shrubbery, etc.) so that the installation is either completely hidden or aesthetically palatable. The dishes of the future will be even smaller (as small as eighteen inches) and will be in different shapes and configurations that allow even more flexibility. Today, a number of companies are manufacturing satellite dishes that are disguised as such things as patio umbrellas and landscaping rocks. These installations render the dish virtually undetectable.

As always, we find that a document restriction intended to solve one particular problem has a greater impact upon the association than was originally intended. Although the same prohibition of satellite dishes could have been achieved by a covenant that prohibited dish installation without the formal approval of the board or architectural committee, the total prohibition now operates also to require the removal of both screened and disguised dishes. The mere existence of the covenant can mean that the board must act to enforce it, even if a majority of the board or of the owners do not wish to do so—it only takes one person to scream that the board is breaching its fiduciary duty by not strictly enforcing every restriction.



Look closely at the photographs on these pages. Can you identify the satellite dish in each photo? Is there a satellite dish in each photo? If, like most people, you have no real objection to the installation of a satellite dish antenna which is aesthetically pleasing or one that is impossible to identify as a satellite dish, should the covenant be applied?



Can Associations Enforce Anti-dish Covenants Against Dishes That Cannot Be Seen Or Identified? Should They Be Able To?

At least one court has ruled that such an attempt is doomed. In *Portola Hills Community Association v. James*, No. G010167 (Cal. Ct. App., March, 1992), a California appellate court found that a covenant prohibiting the installation of any satellite dish on the exterior of a unit or lot was unreasonable and unenforceable where the dish was screened so as to not be visible from any other unit or lot or the common area. The court ruling in this case is a

warning to associations in California (where there exists a statute against covenants that are unreasonable) and elsewhere in the country, too, that "reasonableness" is still an operative requirement for both sides in a covenants dispute.

What possible objection can an association have if a dish is completely screened or disguised? Is a covenant against satellite dishes that cannot be seen really of any real value to the association? Do associations really want to go to war with their owners over such an issue?

Can associations survive close scrutiny concerning their equitable enforcement of every existing restrictive covenant on "the books"? (If all covenants are not being enforced, an argument can be made that the covenants are being "selectively" enforced.) Aren't freedom of choice, freedom of speech and quality of life issues that associations want to promote, not thwart? How will home values and resales be affected by the existence of litigation on this matter?

If reason prevailed in every matter between associations and their owners, we would all spend a lot less time in court or in acrimonious meetings. There are those boards that are determined to enforce the anti-dish covenant no matter what the actual installation looks like. There are those individuals who are determined that their desire for television program variety takes precedence over the rational objectives of the association to preserve property values. The result? More litigation—and cases that are literally all over the ballpark.

In *Baker v. Heatherwood Homeowners Association*, 587 So. 2d 938 (Ala., 1991), the court allowed the selective enforcement of a covenant prohibiting satellite dishes, stating that "restrictive covenants in deeds will be enforced even though other owners of lots in the subdivision have violated the restriction without objection." In yet another case, *Woodbridge Homeowners Association, Inc. v. Desmond*, Court of Common Pleas, Clermont County, Ohio, No. 91-CV-0415, March 25, 1992, the court determined that a satellite dish disguised as a patio table umbrella was prohibited by the anti-dish covenant despite the fact that patio table umbrellas were perfectly acceptable and the fact that the dish in question was indistinguishable from other umbrellas. In *Gerber v. Longboat Harbour North Condominium*, 724 F. Supp. 884 (M. Dist. Fla.) 1989, the court ruled that a restrictive covenant infringing upon an owner's

First Amendment rights was not enforceable and that such a covenant gave rise to an action under the Civil Rights laws of the United States. In *Killearn Acres Homeowners Association, Inc. v. Keever*, 595 So.2d 1019 (Fla. Dist. Ct. App. 1992), the court ruled that enforcement of a covenant was not arbitrary or selective where the dish in question was placed in the side yard and other dishes had been allowed to be placed in rear yards.

These cases and many others illustrate the unsettled nature of the controversy and the need for both the community associations industry and the satellite broadcasting and communications industry to work together, rather than litigate against one another. It is my opinion that there can be no definitive case which will decide the issues once and for all, as the number and variety of statutes, covenants and fact situations possible will, instead, result in increased litigation because one party or another will feel it can distinguish its case from whatever precedent exists.

If the alternative is more litigation, and that litigation will continue to pit associations against their owners in expensive contests that—ultimately—neither side wins, associations must analyze the effectiveness and real value of anti-dish covenants. Many associations find it difficult and expensive to amend their documents, but I suggest that litigation over this issue will be more expensive by far, and will take much more effort on the part of the board and management. Moreover, proposing an amendment to remove the total prohibition of satellite dishes will show the board and management where the true sentiment of the community lies. If such an amendment fails, the board may have no alternative but to fight—even if fighting in this context means opposition to one of its members who merely wants the same communications service access as those Americans who do not live in a community association.

Some associations may find that an existing covenant has effectively been “abandoned” by the failure of the association to enforce the covenant in the past. Although this may be a perfectly acceptable result for the association that does not want to enforce the ban, I do not recommend that any association choose not to enforce a covenant on the theory that such a choice automatically renders the restriction abandoned. Abandonment, in this context, depends upon a pattern and practice carried out over a period of years. It is always the result of events and

circumstances, not a conscious decision to abandon the covenant. Indeed, the conscious decision by a board of directors to abandon a covenant by failing to enforce it can, absent a vote of the owners to amend the covenant out of existence, be deemed malfeasance and breach of fiduciary duty.

The satellite broadcasting and communications industry has voluntarily embarked upon a program to educate its members to the needs of community associations and the issues involved with satellite dish installation in associations. That industry’s equivalent of CAI, the Satellite Broadcasting and Communications Association (SBCA), has a separate program designed to assist associations wishing to amend their documents, including a variety of model or sample covenants and bylaws provisions that can be used by associations as a guide for their document amendment. The model covenants and bylaws are available, free, to anyone who requests them from SBCA (call Lin Stauffer at 703-549-6990).

“As a community association law practitioner for the past fifteen years, I have made it a habit to look for trends that will help or hurt the associations I represent, and to advise them accordingly before the fact. I also counsel boards of directors to be rational and to apply reasonableness to all of their deliberations. The escalating controversy over satellite dish antennas in community associations is one that screams for such attention from community associations and their lawyers and managers. Associations and individual homeowners must recognize that both sides win only if the legitimate concerns of each are accommodated.”

P. Michael Nagle
Nagle & Associates, Chtrd
10480 Little Patuxent Pkwy
Columbia, Maryland 21044
(410) 740-8100

MODEL COVENANT #1

[ALLOWS EACH OWNER TO INSTALL ONE (1) SCREENED OR DISGUISED SATELLITE DISH WITHOUT THE NECESSITY OF AN APPLICATION FOR ARCHITECTURAL CHANGE.]

Section []. No antenna or other device for the transmission or reception of radio or television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground, whether attached to a building or otherwise, on any residential lot without the written approval of the Board of Directors or its designated committee, which approval shall not be unreasonably withheld. Provided, however, that no more than one (1) satellite dish antenna may be installed and maintained on any residential lot without the necessity of written consent if: (a) the dish as installed is not visible from neighboring lots, streets or common areas; or (b) the lot owner, prior to installation has received the written consent of the owners of all lots who would have views of the installation from their lots; or (c) the dish antenna is disguised to resemble and is in fact visually indistinguishable from structures, devices or improvements otherwise allowed in the community and/or by these covenants.

MODEL COVENANT #2

[ALLOWS EACH OWNER TO INSTALL ONE (1) SATELLITE DISH ANTENNA UPON MAKING A FORMAL APPLICATION THAT INCLUDES A REPRESENTATION THAT THE DISH WILL NOT BE VISIBLE FROM THE FRONT OF THE LOT.]

Section []. Except with the prior written approval of the Board of Directors or its designated committee, which approval shall not be unreasonably withheld, no outside television or radio aerial or antenna or other device for the reception or transmission of radio or television or other electronic signals shall be erected or maintained on any lot or upon the exterior of any dwelling or the limited common elements appurtenant to any dwelling. The Board of Directors or its designated committee shall approve any application for the installation of one (1) television or radio antenna per lot, including a satellite dish antenna, so long as the application indicates that the installation is for the personal use of the owner or resident and that the antenna will not be visible from the front of the dwelling.

MODEL COVENANT #3

[ALLOWS FOR THE INSTALLATION OF ONE (1) SATELLITE DISH ANTENNA PER LOT, BUT REQUIRES A FORMAL APPLICATION AND ALLOWS THE ASSOCIATION TO IMPOSE SPECIFIC SCREENING REQUIREMENTS.]

Section []. Except with the prior written approval of the Board of Directors or its designated committee, which approval shall not be unreasonably withheld, no outside television or radio aerial or antenna or other device for the reception or transmission of radio or television or other electronic signals shall be erected or maintained on any lot or upon the exterior of any dwelling or the limited common elements appurtenant to any dwelling. The Board of Directors or its designated committee shall approve any application for the installation of one (1) television or radio antenna per lot, including a satellite dish antenna, so long as the application indicates that the installation is for the personal use of the owner or resident and that the antenna will not be visible from the front of the dwelling. In approving such applications, the Board of Directors or its designated committee shall have the power to require such specific forms of screening (fencing, shrubbery, etc.) as it deems appropriate in order to effectuate the intent of this Section that antennas not be visible from the front of dwellings and in order to render the installation as inoffensive as possible to other owners and residents. All installations must comply with local zoning requirements and building codes, if applicable.

MODEL CONDOMINIUM BYLAW PROVISION #1

[ALLOWS THE INSTALLATION OF SATELLITE DISH ANTENNAS AFTER FORMAL APPLICATION AND APPROVAL.]

Section []. Except with the prior written approval of the Board of Directors or its designated committee, which approval shall not be unreasonably withheld, no outside television or radio aerial or antenna or other device for the reception or transmission of radio or television or other electronic signals shall be erected or maintained on any lot or upon the exterior of any dwelling or the limited common elements appurtenant to any dwelling.

MODEL CONDOMINIUM BYLAW PROVISION #2

[PROVIDES COMPLETE ARCHITECTURAL CONTROL RESTRICTIONS, APPLICATION PROCESS DESCRIPTION AND MAINTENANCE COVENANT FOR OWNER ADDITIONS.]

Architectural Control

Section 1. **Application for Approval.** Except for the purpose of proper maintenance, no unit owner, occupant, lessee or lessor, or any other person may make any change, alteration, or construction visible from the exterior of the unit, nor install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove, construct, place, or post any sign, object, light, shade, screen, awning, patio cover, decoration, fence, aerial, antenna, satellite dish, or other radio or television transmitting or receiving device, slab, sidewalk, curb, gutter, porch, driveway, wall or thing, or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any lot or the buildings or any unit, if visible from the exterior thereof, or any common element, without first obtaining the written approval of the Board of Directors or its designated committee, which approval shall not be unreasonably withheld. Unless the Board of Directors designates otherwise, application shall be in writing and sent to the Board by certified mail, and provide such information as the Board of Directors or its designated committee may reasonably require, including without limitation, plans and specifications showing the location, nature, shape, height, material color, type of construction and any other information specified by the Board of Directors or its designated committee. The Board or its designated committee may publish written architectural standards for exterior alterations or additions, and any request in substantial compliance therewith shall be approved. In the event that the Board or its designated committee fails to approve or to disapprove such application within ninety (90) days after it shall have been received by the Board in proper form, such application shall be deemed disapproved. Any application thus disapproved shall be deemed to be resubmitted on the ninety-first day after its original submission, but shall otherwise be subject to the provisions of this Section.

Section 2. **Conditions.** As a condition of approval for a requested architectural change, modification, addition, or alteration, every unit owner of the unit involved, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on such change, modification, addition, or alteration. In the discretion of the Board, or its designated committee, a unit owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such unit owner on behalf of the unit owner and his, her, or its successors-in-interest.

SPEAKERS

P. MICHAEL NAGLE

Mr. Nagle is a principal of Nagle & Associates, Chartered, a Columbia law firm representing community association clients in Maryland and the District of Columbia. He obtained his Juris Doctor degree from the University of Maryland School of Law, where he served as an editor of the law review. His Bachelor of Arts degree in Political Science, magna cum laude, is from Mount Saint Mary's College.

Mr. Nagle is active in Community Associations Institute (CAI), serving two terms as President of the central Maryland chapter. He is currently Vice Chairman of the CAI President's Club Advisory Board and a member of the Education and Services Council. He authored CAI GAP Report No. 21, CAI's "Guide to Annual Meetings, Special Meetings and Elections," has written numerous articles and is a speaker at national CAI conferences and local events on such topics as reserve funding, contract negotiation, collections, personnel issues and policies, drafting and amending governing documents, architectural control, security, risks and liabilities, transition from developer control and the fiduciary duties of directors and officers.

DENNIS J. LEWIS

Mr. Lewis is president and founder of Lewis TV and Satellite Center of Newberg, Oregon, a retail Audio Video Dealership in operation since 1981.

Mr. Lewis has dedicated the past ten years to the growth of the direct-to-home satellite television industry through his association with Satellite Broadcasting and Communications Association of America (SBCA) and other elements of the industry. He has served as President of Satellite Communications Association of the Northwest from 1985 through 1989, President of Newberg Area Chamber of Commerce, and President of Newberg Kiwanis Club. Dennis was most recently elected by the SBCA independent satellite retailers for his third term on the SBCA Retail Council and serves on the SBCA Board of Directors. Among his accolades are "1991 Retailer of the Year," City of Newberg, Oregon. He currently holds a seat on Boards of Directors for the Newberg Hospital Foundation, Newberg Kiwanis Club, Friendsview Manor Retirement Home, and Citizens Advisory Committee for the State of Oregon Transportation Department.